

**AMENDMENT NO. 1**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON NEW ENGLAND INC., D/B/A VERIZON MAINE**

**and**

**CRC COMMUNICATIONS OF MAINE, INC.**

This Amendment No. 1 (this "Amendment") is made this 30th day of January 2001 (the "Effective Date") by and between Verizon New England Inc., d/b/a Verizon Maine a New York corporation ("Verizon"), and CRC Communications of Maine, Inc., a Delaware corporation ("CRC"). (Verizon and CRC may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

**WITNESSETH:**

WHEREAS, Verizon and CRC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated July 13, 2000 (the "Interconnection Agreement"); and

WHEREAS, Verizon and CRC wish to exchange certain traffic over two-way trunks groups;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

a) Two-Way Traffic Exchange Trunks. Notwithstanding anything set forth in the Interconnection Agreement, the Parties shall configure separate One-Way Traffic Exchange Trunks for the delivery of traffic from CRC to Verizon, and for the delivery of traffic from Verizon to CRC, respectively; provided, however, that in lieu thereof, upon receipt of CRC's written request, Verizon shall provide Two-Way Traffic Exchange Trunks for the exchange of traffic between the networks of Verizon and CRC pursuant, and subject, to the terms and conditions set forth below:

(1) Prior to requesting any Two-Way Traffic Exchange Trunks from Verizon, CRC shall meet with Verizon to conduct a joint planning meeting (“Joint Planning Meeting”). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office and Tandem Traffic Exchange Trunks and the interface specifications at the Point of Interconnection (“POI”). At the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for requests to convert existing End Office and Tandem One-Way Traffic Exchange Trunks to End Office and Tandem Two-Way Traffic Exchange Trunks.

(2) Two-Way Traffic Exchange Trunks shall be from a Verizon End Office or Tandem to a mutually agreed upon POI. Where the CRC is collocated in a Verizon Wire Center, the IP shall be at the Verizon Wire Center.

(3) On a semi-annual basis, CRC shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Traffic Exchange Trunks that CRC anticipates that the Parties will require from Verizon during the ensuing two (2) year period. CRC’s trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.

(4) The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Traffic Exchange Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Traffic Exchange Trunks.

(5) Two-Way Traffic Exchange Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

(6) With respect to End Office Two-Way Traffic Exchange Trunks, both Parties shall use an economic CCS equal to five (5).

(7) Two-Way Traffic Exchange Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; Two-Way Traffic Exchange Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. Verizon and CRC shall engineer Two-Way Local Interconnection Trunks using national standards.

(8) CRC shall determine and order the number of Two-Way Traffic Exchange Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Traffic Exchange Trunk group. CRC shall order Two-Way Traffic Exchange Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Traffic Exchange Trunks to be installed and the requested installation dates within Verizon’s effective standard intervals or negotiated intervals, as appropriate. CRC shall complete ASRs in accordance with Ordering and Billing Forum

Guidelines as in effect from time to time. Verizon may monitor Two-Way Traffic Exchange Groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any final Two-Way Traffic Exchange Trunk group and CRC has not notified Verizon that it has corrected such blocking, Verizon may submit to CRC a Trunk Group Service Request directing CRC to remedy the blocking. Upon receipt of a Trunk Group Service Request, CRC will complete an ASR to augment the Two-Way Traffic Exchange Group with excessive block and submit the ASR to Verizon within five (5) business days.

(9) In the event the traffic volume between a Verizon End Office and the CRC POI, which is carried by a Final Tandem Traffic Exchange Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time or 200,000 combined minutes of use for a single month, CRC shall promptly submit an ASR to Verizon to establish new End Office Two-Way Traffic Exchange Trunks between that Verizon End Office and the CRC POI.

(10) Upon request, CRC will submit a written report to Verizon each month setting forth trunk utilization information and percentages. CRC will calculate utilization percentages by using a traffic data analyzation system specified by Verizon and a time consistent busy hour.

(11) The Parties will review all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of seventy (70%) percent or greater to determine whether those groups should be augmented. CRC will promptly augment all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Traffic Exchange Trunk group with a utilization level of less than sixty percent (60%), CRC will promptly submit ASRs to disconnect a sufficient number of Traffic Exchange Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Traffic Exchange Trunks should not be disconnected. In the event CRC fails to submit an ASR for Two-Way Traffic Exchange Trunks in conformance with this section, Verizon may bill CRC for the excess Traffic Exchange Trunks at the applicable rates set forth in Exhibit A.

(12) The performance standard on final Two-Way Traffic Exchange Trunks shall be that no such Traffic Exchange Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

(13) Because Verizon will not be in control of the timing and sizing of the Two-Way Traffic Exchange Trunks between its network and CRC's network, Verizon's performance on these Two-Way Traffic Exchange Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

(14) Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Traffic Exchange Trunk group and

install One-Way Traffic Exchange Trunks to the other Party's POI.

(15) Both Parties shall use either a DS-1 or DS-3 interface at the POI for Two-Way Traffic Exchange Trunks. Upon mutual agreement, the Parties may use other types of interfaces, such as STS-1 or OC-n, at the POI, when and where available. When Two-Way Traffic Exchange Trunks are provisioned using a DS-3 interface facility, CRC shall order the multiplexed DS-3 facilities to the Verizon Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by Verizon. The specific NECA 4 Intermediate Hub location to be used for Two-Way Traffic Exchange Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS 3 Intermediate Hub is not used in the ordering process, then CRC shall pay 100% of the facility charges

(16) Notwithstanding any other provision of the Interconnection Agreement or this Amendment, Two-Way Traffic Exchange Trunks shall only carry Local Traffic, IntraLATA Toll Traffic and Internet Traffic.

(17) If CRC materially breaches a material term of this Section 1(a), and has not remedied such breach within thirty (30) days of written notice thereof, Verizon may cease provisioning Two-Way Traffic Exchange Trunks under this Amendment.

(18) Any Tandem Two-Way Traffic Exchange Trunk group between the CRC's POI and a Verizon Tandem will be limited to a maximum of 240 trunks unless otherwise agreed to by the Parties. In the event that any Tandem Two-Way Traffic Exchange Trunk group exceeds the 240 trunk level at any time, CRC shall promptly submit an ASR to Verizon to establish new or additional End Office Trunk groups to insure that such Tandem Two-Way Traffic Exchange Trunk group does not exceed the 240 trunk level.

(19) CRC will route its traffic to Verizon over the End Office and Tandem] Two-Way Traffic Exchange Trunks in accordance with SR-TAP192, including but not limited to those industry standards requiring that a call from CRC to a Verizon End Office will first be routed to the End Office Traffic Exchange Trunk group between CRC and the Verizon End Office.

(20) When the Parties implement Two-Way Traffic Exchange Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, where the numerator is the total number of minutes of traffic carried from CRC to Verizon on all Two-Way Traffic Exchange Trunks and the denominator is the total number of minutes of traffic carried over such Two-Way Traffic Exchange Trunks. CRC will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to CRC's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of the facility that is on CRC's side of the CRC's-IP, which charges shall be solely the financial responsibility of the CRC. Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the CRC-IP, the non-recurring charges shall be divided equally between the Parties;

and, (b) for the portion of the Trunks on CRC's side of the CRC-IP, CRC shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 20, if CRC fails to provide geographic IPs in accordance with this Agreement, CRC will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Local Interconnection Trunk groups until CRC establishes such IPs. During the first calendar quarter (and any partial quarter) after Two-Way Traffic Exchange Trunks are initially established, PPU will be fifty percent (50%). In each quarter thereafter, the Parties may recalculate the PPU using actual traffic usage for the preceding three month period. When One-Way Traffic Exchange Trunks are converted to Two-Way Traffic Exchange Trunks, CRC will pay fifty percent (50%) of the non-recurring charges.

(21) **NOTE:** If the Parties' Interconnection Agreement does not include provisions for geographically relevant Interconnection Points, such provisions must be included in this amendment as follows:

**Geographic Relevance.** In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP and POI on its network, the other Party may, at any time, request that the first Party establish such additional technically feasible point as an IP and/or POI. Such requests shall be made as a part of the Joint Process established pursuant to subsection 10.1. A "geographically relevant" IP shall mean an IP that is located within the BA local calling area of equivalent BA end user Customers, but no greater than twenty five (25) miles from the BA Rate Center Point of the BA NXX serving the equivalent relevant end user Customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing BA local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party and which are assigned telephone numbers in the same Rate Center. If after thirty (30) days following said request such geographically relevant handoffs have not been made available by CRC, CRC shall bill and BA shall pay only the End Office Reciprocal Compensation rate for the relevant NXX less BA's transport rate from BA's originating End Office to CRC-IP.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

CRC COMMUNICATIONS OF MAINE,  
INC.

VERIZON NEW ENGLAND INC., D/B/A  
VERIZON MAINE

By:\_\_\_\_\_

By:\_\_\_\_\_

Printed:\_\_\_\_\_

Printed: Jeffrey A. Masoner

Title:\_\_\_\_\_

Title: Vice-President - Interconnection Services  
Policy & Planning